

IN THE COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL ACTION

MIKE RIVERA,

Plaintiff,

v.

Case No.:

LAND BARON II, LLC, a Florida
limited liability company,

Defendant,
_____ /

COMPLAINT FOR DAMAGES AND OTHER RELIEF

Plaintiff MIKE RIVERA ("Rivera") sues Defendants LAND BARON II, LLC, a Florida limited liability company "Land Baron") and alleges that:

JURISDICTION; PARTIES; VENUE

1. This is an action for damages which does not exceed \$15,000.00, exclusive of interest, attorney's fees and costs.

2. Plaintiff Rivera is a resident of Miami-Dade County, Florida and is *sui juris*. At all relevant times herein, Rivera was the proposed purchaser of a residence, 23991 SW 114 Court, Miami, Florida 33032 (the "Home").

3. Defendant Land Baron is a Florida limited liability company which at all times material hereto conducted business in Miami-Dade County, Florida. Land Baron was the developer of a residential home development site which included the Home, and was the Seller of the Home to Rivera.

4. At all relevant times, Land Baron advertised that Equity Mortgage Bankers, LLC, a Florida limited liability company ("Equity Mortgage"), was its "preferred lender" which purported to finance Land Baron's residences in the development, including the Home.

5. Venue is proper in Miami-Dade County, Florida as the parties are situated in Miami, Florida, and the lawsuit involves a transaction which was to be fully performed in Miami, Florida.

FACTS APPLICABLE TO ALL COUNTS

6. On or before December 16, 2014, Rivera sought to purchase the Home, pre-construction. Rivera went to Land Baron's sales office and informed a sales representative that he was only interested in purchasing the Home if he could obtain appropriate financing. Rivera was advised by Land Baron's sales representative that it was not a problem and advised him that if he used Equity Mortgage, its "preferred lender", it would work out cheaper for him.

7. Since this was a pre-construction purchase, Rivera was required to first make a deposit of \$7,500.00 to secure the lot upon which the Home would be built, which he did on 12/16/14.

8. Rivera was then directed to Equity Mortgage in order to be qualified for a loan. He met with a mortgage broker at Equity Mortgage's office and was advised that he qualified for a loan for the Home and was directed by the mortgage broker to go back to Land Baron to enter into a contract to purchase the Home.

9. On December 16, 2014, Rivera returned to Land Baron, advised its sales representative that its preferred lender advised him that he was approved for financing, after which time Rivera signed a Purchase and Sale Agreement with Land Baron for the sum of \$450,000.00 (the "Contract"). A copy of the Contract is attached as Exhibit 1. Rivera would not have entered into the Contract if the preferred lender advised him that he was not approved for financing.

10. Rivera was required to make a total down payment of \$22,500.00, which as per the Contract, would be three equal installments of \$7,500.00. Rivera was credited with the first installment as of 12/16/14, and required to pay \$7,500.00 on 1/30/15 and the final \$7,500.00 on 2/30/15.

11. Rivera was **not** provided with a copy of the Contract on December 16, 2015 because, according to Land Baron's sales' representative, the "copy machine was broken".

12. According to Equity Mortgage, Rivera was led to believe that his loan application was proceeding forward without any problems.

13. On 1/30/15, Rivera made a payment toward the second down payment on the Home as per the Contract and insisted at that time that he be given a copy of the Contract, which he then received.

14. Rivera showed the Contract to a realtor, who explained to Rivera that the Contract was not dependent on his obtaining financing but required cash at closing.

15. Subsequently, Rivera was advised by Equity Mortgage that it would not provide him with the financing for which he was previously approved.

16. Rivera demanded that his down payment be refunded and the Contract be canceled because he was induced to enter into the Contract by false representations that he was approved for financing. Instead, on 2/27/15, Land Baron declared him in default of the Contract by failing to make the required down payments.

17. Rivera was required to retain the undersigned law firm to prosecute this claim and he has obligated himself to pay said firm a reasonable attorneys' fees.

18. All conditions precedent to the institution of this action have been performed, excused or have otherwise been waived.

**COUNT I
(RECISION)**

Rivera incorporates by this reference ¶¶ 1 through 18 above.

19. Upon being provided with a copy of the Contract and for the first time advised that the Contract called for a cash closing, Rivera demanded the return of his monies and cancellation of the Contract, thereby restoring the parties' to their pre-contracting *status quo*.

20. Upon information and belief, Land Baron sold the Home to a third party for a higher purchase price than the Contract called for.

21. Had Rivera otherwise known the truth, he never would have entered into the Contract.
22. Rivera has no adequate remedy at law.
23. Land Baron should in equity be required to return all monies paid to it by Rivera.

Wherefore, Rivera demands judgment against Land Baron on this count for rescission of the parties' contract and for return of all his monies, pre- and post-judgment interest and court costs.

COUNT II
(FRAUD IN THE INDUCEMENT)

Rivera incorporates by this reference ¶¶ 1 through 18 above.

24. Prior to 12/16/14, Land Baron's sales representative represented to Rivera that the Contract was based upon him receiving appropriate financing from its preferred lender, Equity Mortgage, which is known as a "financing contingency" and which is a term and condition of a contract.

25. At the time that Land Baron's sales representative made the representation to Rivera she knew it was a false statement because she drew up a contract providing for a cash closing as opposed to a contract with a "financing contingency", and then concealed that fact from Rivera by not providing him with a copy of the Contract at signing.

26. At the time Land Baron's sales representative made the above representation she intended that Rivera would be induced to rely and act on it.

27. Rivera suffered injury in justifiable reliance on the above representation and was thereby induced to: (a) sign the Contract; and (b) pay additional down payment monies.

Wherefore Rivera demands judgment against Land Baron on this count for compensatory damages, pre- and post-judgment interest, court costs, and for such other relief which this Court deems appropriate.

COUNT III
(VIOLATION OF FLORIDA DECEPTIVE TRADE PRACTICE ACT
- § 501.211, *FLORIDA STATUTES*)

Rivera incorporates by this reference ¶¶ 1 through 18 above.

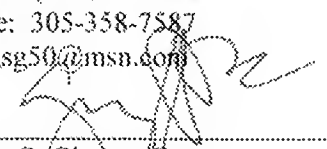
28. Rivera is an aggrieved person who seeks a declaratory judgment that the actions of Land Baron, as set forth in particularity above, are acts and practices which violate § 501.204, *Florida Statutes* (the "Act"), as being unconscionable acts or practices, and/or unfair or deceptive acts or practices in the conduct of Land Baron's business.

29. Rivera has suffered actual damages as a result of Land Baron's violation of the Act, consisting of the monies he paid to it in connection with the Contract and the purchase of the Home, and accruing interest.

30. Pursuant to § 501.211(2), *Florida Statutes*, Rivera is entitled to attorney's fees and court costs as provided in § 501.2105, *Florida Statutes* from and against Land Baron.

Wherefore, Rivera demands judgment against Land Baron on this count for statutory relief, actual damages, pre- and post-judgment interest, attorneys' fees and court costs.

Dated: November 22, 2016.

<p>Respectfully submitted, GARY S. GLASSER, P.A. Co-counsel for Plaintiff 28 West Flagler Street, Suite 608 Miami, Florida 33130 Telephone: (305) 377-4187 Facsimile: 305-358-7587 Email: gsg50@msn.com</p> <p>By:  Gary S. Glasser, Esq. Fla. Bar No. 70104700</p>	<p>ANTHONY MEEHAN GENOVA, P.A. Co-counsel for Plaintiff 19 West Flagler Street, Suite 802 Miami, Florida 33130 Telephone: (305) 379-6000 Facsimile: 305-675-0236 Email: agenovalaw@gmail.com Florida Bar No.: 637130</p>
--	--

Z:\WP\STATE\Rivera, Mike v Land Baron et al, Complaint Package

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the 16th day of December 2014, by and between Land Baron II, LLC. ("Seller") and Buyer(s) named below ("Buyer"); BUYER(S):

1. Name: Mike Rivera Marital Status: Married Gender: Male
 2. Name: Marital Status: Gender:

Buyer Address: 23991 SW 114th Ct.

City: Miami State: FL Zip: 33032

No Buyer Changes Will Be Permitted.

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Telephone Numbers

Home: 305 761-5216

Business: 589 937-7197

Cellular:

Email: mike@jesmeteservices.com

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Renoir, constructed or to be constructed on the property described below with an address of,

Folio No.: 30-6911-016-0180

Lot 1 Block 3 of Angella Mia, a subdivision according to the plat thereof recorded at Plat Book 167, Page 70, in the Public Records of Miami-Dade County, Florida 13040 SW 210th Terrace, Miami Florida

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Lot"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." Renoir-3 Garage Left

2. Purchase Price and Payments

Sales Price: \$ 450000

Deposit paid to: 12/16/14 \$ 7500

Deposit paid to: Additional Dep. \$ 7,500 on 1/30/15 + \$ 7,500 on 2/30/15

Extras or Upgrades: \$ 0

Total: \$ 22,500

Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS,

Buyer: *MR* Buyer:

REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO.


3. Financing.

CASH TRANSACTION. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

MORTGAGE TRANSACTION. If this box is checked, Buyer desires to obtain a loan commitment (the "Commitment") within the Mortgage Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Equity Mortgage Bankers, LLC or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms. In the event Buyer chooses to obtain financing through a Lender other than _____ Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides a written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) a written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the V A/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

- 3.1 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAYBE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.
- 3.2 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not

Buyer:  Buyer:



being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing.

If Buyer obtains a loan Commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section.

- 3.3 Appraisal. Seller's obligation to construct the Home is based on Buyer's obligation to purchase the Property at the as of the Effective Date. Buyer understands that the amount of the mortgage loan is subject to the Lender's "loan to value" ratio which is the percentage of the mortgage amount in relation to the appraised value of the Property as determined by the Lender's appraisal. The Lender's appraisal of the Property at the then current market conditions at the time of Closing may not equal the Total Purchase Price. If the mortgage loan amount, as set forth on the Purchase Price and Payment Addendum attached hereto, is greater than the amount that the Lender is willing to loan to Buyer at Closing, the Buyer shall be obligated to pay the difference at Closing.

BUYER ACKNOWLEDGES AND AGREES THAT THE "EXTRAS" FOR WHICH BUYER HAS CONTRACTED FOR WITH SELLER MAY NOT ADD TO THE APPRAISED VALUE OF THE PROPERTY AND THE APPRAISAL SHALL BE BASED SOLELY UPON THE HOME AND NOT ANY ADDITIONS REQUESTED BY THE BUYER WHICH ARE NOT PART OF THE TOTAL PURCHASE PRICE. Under no circumstances shall Buyer be excused from performance under this Agreement as a result of the Lender's appraisal. If the Lender's appraisal is not equal to or greater than the Total Purchase Price, Buyer acknowledges and agrees that Buyer shall still be obligated to satisfy the terms and conditions of this Agreement, which may include, without limitation, Buyer's payment of the difference between the mortgage loan proceeds and amounts required to close the transaction contemplated by this Agreement ("Additional Cash to Close Funds"). If Buyer cannot or elects not to pay such Additional Cash to Close Funds prior to or at Closing, Seller shall be entitled to terminate the Agreement and retain the Deposit as liquidated damages for taking the Property off of the market. The parties agree that the amount of liquidated damages is fixed and agreed to as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

- 3.4 Sale of Other Residence. Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.



4. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. Buyer will not be entitled to possession of the Home until all proceeds have cleared Seller's attorneys' trust account.

5. Closing. Without limiting the terms of Section 6, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is Defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its

Buyer: *MR* Buyer:

discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default or to charge Buyer, Three Hundred Dollars (\$300) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

6. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed no later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state of Florida as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.
7. **Casualty before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Seller shall have the option to: (i) terminate this Agreement and Buyer shall receive a refund of the Deposit, in which event both parties shall be released from all obligations under this Agreement, or (ii) Seller shall repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
8. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.
9. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters: Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general

Buyer:  Buyer: 

printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate surveyor inspection of the Property; (6) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (7) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; (8) overlaps of fences upon neighboring properties and/or over easements; (9) acts done or suffered by Buyer and any mortgage obtained by Buyer for the purchase of the Property; and (10) any deed restrictions reflected in the Deed. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer. The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement. Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

10. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing, including the Builder's Fee (the "**Closing Costs**") are shown in the attached Rider.

11. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

11.1 Changes to Plans and Specifications.

11.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate ongoing site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

11.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

11.1.3 **Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the Homes to be constructed require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

11.1.4 **No Warranty for Plans and Specifications on File.** Buyer further acknowledges and agrees that (1) the plans and specifications of the Home on file with the applicable governmental

Buyer:  Buyer:



authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

11.2 Decorative and Landscaping Items.

11.2.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability.

Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

11.2.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time.

This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

11.3 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

12. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. Seller hereby waives any right to sue for specific performance.

Buyer:  Buyer:



13. **Seller's Default.** In the event of Seller's default and to the extent allowed by law, Buyer may receive its Deposit, together with any accrued interest on the Deposit thereby waiving and claim for damages actual or otherwise and specifically waives any claim or right to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 6 above.
14. **Mediation / Arbitration of Disputes.**
- 14.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court of law or equity.
- 14.2 Any and all mediation commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.
- 14.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator.
- 14.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.
- 14.5 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.
15. **Selling Agent, Cooperating Broker, And Seller's New Home Consultant.** Unless the Purchase Price and Payment Addendum attached hereto indicates otherwise, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or

Buyer:  Buyer: 

breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") are employees of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

16. **Construction Activities.** BUYER IS HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE HOME. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

17. OFAC Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to the Seller, and all of its affiliates, and their attorneys and title company (collectively, the "Seller Affiliates"). Accordingly, each of Seller and its affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

18. **Agreement not to be recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.
19. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer

Buyer:  Buyer: 



in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent.

20. **Time of the Essence.** Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.
21. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
22. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).
23. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.
24. **Survival.** Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise.
25. **Incorporation and severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.
26. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.
27. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS,

Buyer:  Buyer: 

REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

28. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized agent of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.
29. Additional Changes. Notwithstanding Section 33 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and Regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes.
30. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.
31. Reservation of Easement. For the purpose of completing the construction and servicing of the Property, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, material men and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.
32. Riders and Addenda. This Agreement consists of twenty (20) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement

Check all that apply:

- ☒ Purchase Price and Payment Addendum.
- ☒ Cooperating Broker Agreement.
- ☒ Energy Rating Brochure
- ☒ Election Form Addendum
- ☒ FHA/VA Addendum.
- ☒ Indoor Environmental Quality Disclosure Addendum - HUD Receipt for Property Report
- ☒ COPY OF FLOOR PLAN SITE PLAN AND FEATURES LIST
- ☒ Sales Incentive Addendum.
- ☒ Natural Products Addendum.
- ☒ Approved Lender Addendum
- ☒ Rider A -- Florida Provisions
- ☐ Rider B -- Financing Issues

33. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property

Buyer: *mb* Buyer:

11

in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized agent of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

34. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first written above.

Buyer(s):

MIKE RIVERA
Print Name

12-18-14
Date

[Signature]
Buyer 1

Date

Print Name

Date

Buyer 2

Date

Land Baron II, LLC
A limited liability company

Print Name

Date

By:

[Signature]
Wayne Rosen, Manager

Date

Buyer: MA Buyer:

RIDER A

THIS RIDER A (this "Rider A") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") entered into as of the 16th of December 2014, Seller, as defined in the Agreement, respecting Lot 1, Block 3, Angella Mia, according to the plat thereof, as recorded in Plat Book 167, page 70, Public Records of Miami-Dade County, Florida (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider A to the Agreement shall be deemed to include references to this Rider A and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

3. **Deposit**

3.1 Section 501.1375 of the Florida Statutes requires that the following statement be disclosed to buyers of residential homes:

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO TEN PERCENT (10%) OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAYBE WAIVED, IN WRITING, BY BUYER.

☒ I/We hereby waive my/our rights under Section 501.1375 of the Florida Statutes to have all deposit funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account.

WAIVER: Buyer's Initials MR

☐ Buyer is electing to have all deposited funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account. Seller intends to use the Deposit funds for construction purposes and has acquired a master surety bond permitting Seller to obtain the immediate release of such deposit funds from the escrow account as provided in Section 501.1375(5) of the Florida Statutes. If Buyer does not waive the right to have the Deposit funds placed in an escrow account, Buyer may be debited at Closing an amount equal to the premium for the applicable portion of the master surety bond securing such Deposit funds.

NON-WAIVER Buyer's Initials _____

3.2 In the event Buyer's Deposit exceeds ten percent (10%) of the Total Purchase Price, the following provision shall be applicable:

Buyer acknowledges, understands, and agrees that (i) Seller may not apply for or obtain all permits necessary to construct the Home within thirty (30) days from the execution of the Agreement and (ii) Seller may not commence work on the Home within ninety (90) days of the issuance of such permits, provided however, Seller shall apply for or obtain such permits within one (1) year after the date of the Agreement (the "Permit Issuance Date") and Seller shall commence work no later than one (1) year from the Permit Issuance Date. Buyer acknowledges and agrees that the foregoing shall constitute an extension of the time limitations set forth in Section 489.126, Florida Statutes. Provided, however that the foregoing provisions in this Section 3.2 shall not operate to extend or qualify Seller's obligation to complete the Home as provided in Section 8 of the Agreement.

Buyer's Initials _____

4. **Return of Deposit.** In the event this Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the deposit.

Buyer: MR Buyer: WJ

5. Property Tax Disclosure. Pursuant to Section 689.261 of the Florida Statutes, Seller provides the following notice: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
6. Florida Homeowners' Construction Recovery Fund. Pursuant to Section 489.1425 of the Florida Statutes,


Seller provides the following notice. PAYMENT MAYBE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 N. MONROE ST., SUITE 60, TALLAHASSEE, FLORIDA 32399-2202.
7. Energy Rating. Pursuant to Section 553.996 of the Florida Statutes, Buyer may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Home being purchased. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of the rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer approving the rating that the rating is solely for Buyer's own information and that Buyer will pay the total cost of the rating. Buyer hereby acknowledges that receipt of a Brochure from The Florida Energy Gauge Program regarding Florida's Building Energy Rating System (the "Energy Rating Brochure").
8. Energy Performance Level Display Card. At the written request of Buyer, Seller shall provide Buyer with an Energy Performance Level ("EPL") Display Card by way of Addendum to this Agreement pursuant to Section 553.9085 of the Florida Statutes.
9. Radon Gas Notice and Disclaimer. This disclosure is required by Section 404.056 of the Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
10. Chapter 558, Notice of Claim. In accordance with Florida law, Seller provides Buyer with the following notice: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

If Buyer rejects any settlement offer made pursuant to such Florida law by Seller or other contractors, subcontractors, suppliers or design professionals hired by, through or under Seller or its affiliates (collectively, "Protected Parties"), and Buyer elects to proceed with an action against one or more Protected Parties, Buyer acknowledges that the dispute must be resolved by mediation or, if not resolved by mediation, by binding arbitration as provided in this Agreement. Further, all other provisions of this Agreement respecting disputes remain in full force and effect.
11. Counterparts. This Rider A may be executed in counterparts, a complete set of which shall form a single document.
12. Conflicts. In the event of any conflict between this Riders A and the Agreement, this Rider A shall control. In all other respects, the Agreement shall remain in full force and effect.

Buyer:  Buyer: 

13. Entire Agreement. The Agreement, together with this Rider A and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider A or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

BUYER:



Buyer

Date 2-18-17

Buyer


Date

SELLER:

Land Baron II, LLC

By: 

Date:

Buyer: 

Buyer:

RIDER B

THIS RIDER B (this "Rider B") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the 16th day of December 2011, between, Mike Rivera and Seller (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 1, Block 3 of Angella Mia, according to the Plat thereof as recorded in Plat Book 167, page 70, Public Records of Miami-Dade County, Florida (the "Community").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

- a. "Closing Date Notice Period" shall mean at least ten (10) days prior to the Closing Date.
- b. "Mortgage Period" shall mean thirty (30) days if this Agreement is contingent on Buyer obtaining financing as indicated in the Purchase and Sale Agreement.

2. Closing Costs. BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES, THE BUILDER'S FEE AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "CLOSING COSTS." NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "PRO RATA SHARES" WILL BE DEEMED A TIME PRORATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, without limitation:

2.1 The premium for a policy of owner's title insurance, any real property transfer taxes in connection with the transfer of the Property, the cost of the documentary stamp taxes or other taxes on the Deed, and the cost to record the Deed. ¹In the event that Buyer decides to lock in the interest rate and points prior to closing, Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

¹Should the settlement charges to Buyer exceed amounts permitted to be paid by the Seller according to the VA, Seller, at its sole discretion, may terminate the Agreement and refund Buyer's earnest money. Should the settlement charges to Buyer exceed amounts permitted to be paid by Seller according to FHA, Buyer may either pay the additional settlement charges or the Seller may cancel this Agreement.

Buyer: MR Buyer:

①

- 2.2 Customary closing costs of a Buyer of a single family residence, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys' fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing.
- 2.3 Title search updates, title examination fees and any other Closing expenses of Buyer.
- 2.4 All additional costs respecting the Property imposed by any governmental authority.
- 2.5 The cost of any obligations Buyer incurs not provided for in this Agreement.
- 2.6 The cost of a survey of the Property.
- 2.7 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.
- 2.8 A pro rata share of waste fees.
- 2.9 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.
- 2.10 Current expenses of the Property (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing date occurs.
- 2.11 If taxes for the year in which the Closing Date occurs are assessed on a Lot-by-Lot basis but such taxes are not due on the Closing date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing Date with the maximum allowable discount. If the Closing takes place after Seller has paid the taxes for the year in which the Closing date occurs, Buyer will reimburse Seller at the Closing for Buyer's pro rata share of those taxes from and after the Closing Date.
- 2.12 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of this Agreement, shall be paid by Buyer at the time of Closing.
- 2.13 The cost of soil treatment of the Property, if applicable.
- 2.14 The cost of courier fees.
- 2.15 The cost of termite treatment of the Property.
- 2.16 Builder's Fee. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder's fee, equal to (1.75%) of the Total Purchase Price (the "Builder's Fee"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. The Builder's Fee represents additional compensation to Seller and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

3. Additional Financing and Closing Costs Disclosures.

Buyer:  Buyer:



- 3.1 Financing. Buyer and Seller agree this Purchase ☐ is ☒ is not contingent upon Buyer obtaining a Loan Commitment for financing secured by the Property. As used herein the term "Loan Commitment" shall mean the written approval by a loan underwriter (not a loan broker) agreeing to provide funds necessary for closing. Should this purchase be contingent upon such financing, Buyer will immediately, but not later than five (5) days after Seller's acceptance, make full and complete application to obtain financing. Buyer may use any lender of Buyer's choice. Seller requires, for its own purposes, a preliminary assessment of Buyer's ability to qualify for a mortgage loan to purchase the Property. Buyer shall submit to _____ ("Lender"), such information and authorizations requested by LENDER to perform the preliminary qualification assessment. Buyer is not obligated to use LENDER to obtain a loan to purchase the Property. If Buyer chooses to obtain financing through a lender other than LENDER, Buyer agrees to provide Seller with the name and address and phone number of such lender, the loan officer and loan processor, all within the same five (5) day period. Buyer hereby authorizes such other lender to provide Seller with a copy of Buyer's loan application documents and all information regarding the status of the loan upon Seller's request. Buyer agrees in good faith to take all steps required for the processing of the loan application and to promptly sign all documents and do all acts required by lender. Buyer agrees that after submitting a loan application for loan approval, Buyer will not take any action intended to impair Buyer's credit. The terms and conditions of the loan are a matter of concern solely between Buyer and lender and shall not in any way affect the rights or obligations of Buyer or Seller hereunder. Should Buyer receive loan approval, but thereafter, through no fault of Seller, but through Buyer's voluntary or willful actions, fail to timely close, Buyer shall be in default of this Agreement.
- 3.2 The Closing Agent designated by Seller shall close this transaction and any related mortgage loans, if any. If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.
- 3.3 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.
- 3.4 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.
- 3.5 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.
- 3.6 Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to Closing provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Closing. No changes in the Lender without Seller's prior written consent shall be permitted thereafter and any attempted

Buyer:  Buyer:

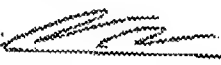


change of Lender within thirty (30) days of Closing without Seller's prior written consent shall be a default hereunder. A change in Lender shall not give Buyer any right to delay the Closing or change the terms of Section 3 of the Agreement. Buyer acknowledges that the foregoing requirement is necessary to prevent Closing delays and to give Seller adequate time to make Closing arrangements.

- 3.7 Some Lenders may have a policy of delaying a buyer's closing on a home until several days after the Certificate of Occupancy is issued for such home. Buyer acknowledges and agrees that if Buyer's Lender is unable to close on the loan at the date, time and place specified by Seller, due to any delay in the issuance of the Certificate of Occupancy respecting the Home, Seller shall have the option to declare Buyer in default and seek the remedies stated in the Agreement, or to charge Buyer Three Hundred Dollars (\$300.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that proration be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If the Certificate of Occupancy is issued on the Home during the last day of the month for which Closing is scheduled, Buyer acknowledges and agrees that Buyer must close on the Home on the last day of such month, at the time and place specified by Seller. If Buyer delays the Closing beyond the last day of the month for which Closing is scheduled, and Seller agrees to an extension of the date of Closing beyond the last day of the Month for which Closing is originally set, Seller shall also have the option to charge Buyer an amount equal to One Percent (1%) of the Total Purchase Price for each month after the originally scheduled Closing Date, as set forth in the Agreement.

The Lot is within a Special Flood Hazard Area and the following disclosure is required by Miami-Dade County:

THIS HOME OR STRUCTURE IS LOCATED IN A SPECIAL FLOOD HAZARD AREA. IF THIS HOME OR STRUCTURE IS BELOW THE APPLICABLE FLOOD ELEVATION LEVEL AND IS SUBSTANTIALLY DAMAGED OR SUBSTANTIALLY IMPROVED, AS DEFINED IN CHAPTER 176 OF THE METROPOLITAN MIAMI-DADE COUNTY CODE, IT MAY, AMONG OTHER THINGS, BE REQUIRED TO BE RAISED TO THE APPLICABLE FLOOD ELEVATION LEVEL.

Buyer: 

Date: 2-18-17


Buyer: _____

Date: _____

SELLER: Land Baron II, LLC

By: _____

Date: _____

Buyer: 

Buyer: _____

①

ADDENDUM FOR NATURAL AND MANMADE PRODUCTS

THIS ADDENDUM FOR NATURAL AND MANMADE PRODUCTS (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement"), dated as of the 16th day of December 2014, between Mike Rivera and Seller (collectively, Buyer") and Seller, as defined in the Agreement, respecting Lot 1, Block 3, of Angella Mia according to the Plat thereof, as recorded in Plat Book 168, page 70, Public Records of Miami-Dade County, Florida (the "Community").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. Natural Stone Flooring and Countertops. Natural stones with varying colors and mineral compositions ("Stone") are found in quarries throughout the world. Stones including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in the Home:
 - 2.1 Cleaning. Care should be exercised when cleaning Stone. No chemicals should be used to clean Stone other than those cleaners specifically designed to clean Stone.
 - 2.2 Natural Inconsistencies. Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.
 - 2.3 Edges and Corners. There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning are normal and is not a defect.
 - 2.4 Fissures and Pits. Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.
 - 2.5 Spots, Freckles, and Rust. Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.
 - 2.6 Seams. Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Home will not be seamless and may have Visible seams, which are not defects.
 - 2.7 Wallboard and Plaster. Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.

Buyer:  Buyer:



2.8 Staining. Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

2.9 Sink Cabinet. The cabinet under the sink will extend beyond the edge of the sink. This cannot be avoided as a larger sink or smaller cabinet extension would preclude natural adjustment of seams and edges of Stone countertop and may result in a deterioration of the Stone countertop.

3. Wood Cabinets. Buyer acknowledges that a variety of cabinet door selections may be offered in the Home. Wood doors will contain natural inconsistencies that promote the beauty of the wood door. As a tree is exposed to a variety of weather conditions during its natural development, random patterns in the tree's grain, color and species markings are created. These natural characteristics will be present in Buyer's wood cabinets and are considered normal. Additionally, these natural characteristics also vary between different types of wood and include the following potential variances: in the grain texture and amount of grain, blemishes in the individual pieces, unfinished edges (depending on the type of finish, such as white wash), and knot holes and other dark features. Wood cabinets are also affected by environmental factors such as natural light, so color is expected to gradually change and mellow over time. Due to environmental factors and the aging process, replacement parts may not match exactly.

4. Manmade Products. The Home may include one or more of the following manmade products: carpet, tile and wood flooring; wall and pool wet area tiles; wood cabinets; cultured marble tubs, sinks and countertops; roof tiles; stamped concrete and paver driveways. Buyer acknowledges and agrees that shade variations are inherent in manmade products. Colors of actual manmade products may vary from samples or catalogues and slight color variations may exist from different product runs. Buyer acknowledges that Seller makes no representations or guarantees regarding the color, markings, shade, and texture of the manmade products, or to the suitability or maintenance of any manmade products in the Home. Buyer acknowledges and Seller makes the following disclosures regarding the man made products to be used/installed in the Home.

4.1 Bathroom Fixtures. There may be a variation in shading between bathroom fixtures within the same room, including commodes, sinks, countertops, tubs, and towel bars.

4.2 Exterior Finish. Seller may provide an exterior decorative finish with a painted surface. The exterior decorative coating is not a waterproofing material. The proper application of paint and caulking of joints over cement based material and decorative wood components provide for the moisture resistant qualities of the exterior surface of the Home. Buyer acknowledges that repainting of the Home will likely be required at least every five years.

4.3 Ceramic Tile. Normal slab settlement may crack ceramic tile and the physical characteristics are conducive to chipping after installation by a number of different causes; subsequent chipping and cracking is unavoidable and not a warrantable item. Buyer will have the opportunity to inspect the Home prior to Closing and Seller requests that Buyer examine any tile floor closely at this time.


4.4 Wooden Laminate Cabinets. Wooden laminate cabinets are a popular selection of cabinetry in the home building industry. As the technological and manufacturing processes continue to emerge, what may appear to be a particular species of wood, (i.e., birch, oak, walnut, etc.) may in fact be a veneer over a composition product; stained and finished to resemble a specific species of wood. Buyer acknowledges that

Buyer:  Buyer:



wooden laminate cabinets may be manufactured with various manmade products and/or product names used in the manufacturing process. As with other natural materials, wooden laminate cabinets will be affected by environmental factors such as natural and artificial lighting, so Buyer may see the color of such cabinets gradually change and mellow over time. Seams will be visible in the framework of all face frame cabinets, if applicable.

5. Paver Driveway and Walk. Pavers are an interlocking system supported by the existing earth. White mason sand is used to space the pavers and is meant to wash out in a short time. Pavers are not meant to have grout or mortar joints. Variations in the plane or levelness are expected and normal. The vast majority of elevation variances occur during the first year following installation. Buyer acknowledges that the pavers used to construct the Home's driveway and walk may be rustic, and no two paving stones are identical in color, texture or finish. Due to normal manufacturing, shipping, handling and installation, pavers may have abrasions, marks and minor staining. Normal weathering can also change the color and texture of the pavers. The most popular finish to be applied to paving stones is a clear sealer. Sealing also helps reduce efflorescence, weathering, the penetration of permanent stains and normal wear and tear. The sealing of pavers is a normal maintenance function. Buyer should have a professional install any sealer. Seller recommends that Buyer not install any sealer until Buyer has occupied the Home for thirty (30) days to allow pavers to properly cure. Buyer further acknowledges that the paving stones at the models have not been sealed and have been left in their original condition.
6. Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
7. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
8. Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer: 

Date: 12-18-17

Buyer: _____

Date:

Buyer:  Buyer:



FHA/VA ADDENDUM

THIS FHA ADDENDUM (this "Addendum") is executed in conjunction with and by this reference. Incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the 16th day of December 2014, between (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 1 Block 3 of Angelia Mia, according to the Plat thereof, as recorded in Plat Book 167, page 70, Public Records of Miami-Dade County, Florida ("Lot").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **FHA BUYER AGREES TO PROCEED WITH THE PURCHASE OF THE HOME AFTER HAVING READ BUYER'S RIGHTS AND PRIVILEGES, AS SET FORTH BELOW:**

2.1 **FHA Loans.**

2.1.1 It is expressly agreed that, notwithstanding any provisions of the Agreement (contract) to the contrary, Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Home (property described herein) unless Buyer has been given in accordance with the Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA") or United States Department of Veterans Affairs (the "VA") requirements, a written statement by the Federal Housing Commissioner, the VA, or a Direct Endorsement lender setting forth the appraised value of the Home (for mortgage purposes) of not less than \$ (which statement Seller agrees to deliver to Buyer promptly after such Appraised Value Statement is made available to Seller). Buyer shall have the privilege and option of proceeding with the consummation of the Agreement without regard to the maximum mortgage the Department of Housing and Urban Development will insure. HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME ARE ACCEPTABLE.

- 2.1.2 In the event the value of the Property set forth in the Appraised Value Statement is less than the Total Purchase Price, Buyer shall have the right to exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the FHA Appraised Value Statement, by giving Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within five (5) days of Buyer's receipt of the FHA appraisal by returning to Seller a copy of this Addendum executed by Buyer in the "AGREE TO PROCEED" signature block below. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

Buyer:  Buyer:



- 2.1.3 Buyer agrees to pay a mortgage insurance premium as required by FHA. Buyer has the right to pay the entire premium at the time of Closing or the premium may be added to the loan amount and financed over the term of the loan. If Buyer elects to add the premium to the loan amount, the total loan amount shall consist of the Cash to close amount specified in the Purchase Price and Payment Addendum, plus the mortgage insurance premium. Pursuant to FHA regulations, Buyer shall pay an annual premium; if required, in addition to the up-front (or financed) premium. Said additional premium shall be paid monthly on a declining balance (excluding the portion of the balance, if any, attributable to the up-front premium).
- 2.1.4 All parties acknowledge that the processing of a government loan is not subject to specific time limitations. Nevertheless, Buyer agrees to diligently pursue such loan commitment.
- 2.1.5 Seller and Buyer certify that the terms of the Agreement are true and complete to the best of their respective knowledge and belief. Seller and Buyer further certify that all agreements relating to this real estate transaction have been fully disclosed and are covered in the Agreement, including any addenda attached thereto. Seller and Buyer understand that the failure to provide a complete and accurate copy of the Agreement could jeopardize this transaction. If there are any subsequent changes to the Agreement, the undersigned will submit them promptly to the Lender.
- 2.1.6 Buyer acknowledges that Buyer has read and completed the attached U.S. Department of Housing and Urban Development form HUD-92564-CN : Entitled "For Your Protection: Get a Home Inspection".

Buyer:  Buyer:

2.2 VA Loans.

2.2.1 It is expressly agreed that, notwithstanding any provisions of the Agreement to the contrary, if Buyer is a veteran, Buyer shall not incur any penalty by forfeiture of earnest monies or otherwise be obligated to complete the purchase of the Home if Buyer cannot obtain a loan guaranteed by the VA, including without limitation, if the Total Purchase Price exceeds the reasonable value of the Home established by the VA or a VA lender pursuant to the Lender Appraisal Proceeding Program ("LAPP"). Buyer shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA or a VA lender with LAPP authority. Buyer agrees that should Buyer elect to complete the purchase at an amount in excess of the reasonable value established by the VA or a VA LAPP lender, Buyer shall pay such excess amount in cash from a source that Buyer agrees to disclose to the lender and the VA, which source Buyer represents and covenants will not be from borrowed funds except as approved by the VA.

2.2.2 To exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the amount of reasonable value established by the VA or a VA LAPP lender, Buyer shall give Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within five (5) days of Buyer's receipt of the amount of reasonable value established by the VA or a VA LAPP lender by returning to Seller a copy of this Addendum executed by Buyer in the "AGREE TO PROCEED" signature block below. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.2.3 VA DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME (PROPERTY) ARE ACCEPTABLE.

3. Warranty Program. If Buyer is financing the purchase of the Home with a FHA financed or VA guaranteed loan, Buyer and Seller expressly agree that, notwithstanding any provisions of the Agreement to the contrary, the only express warranties that Seller is providing Buyer are: (1) only warranties required by Miami-Dade County, Florida and all Manufacturers' warranties on personal and fixtures will, to the extent allowable, be passed through to Buyer at Closing and all items covered by manufacturers' warranties are expressly not warranted by Seller.

3.1 To the maximum extent lawful, Seller disclaims any and all implied warranties of merchantability and fitness, fitness for a particular purpose, habitability, intended use, workmanship, or construction respecting the Property, and all fixtures or items of personal property sold pursuant to this Agreement, or any other real or personal property whatsoever conveyed in connection with the sale of the Property, or located within the Home whether arising from this Agreement, usage, trade, imposed by statute, course of dealing, case law or otherwise (except where additional warranties are required by applicable law or regulation).

Buyer: *MA* Buyer:

[Signature]


- 3.2 Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. Seller disclaims any liability for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to Buyer.
- 3.3 Seller reserves the right to substitute, if required, and Buyer agrees to accept, a third-party insured warranty from a warranty company so long as the coverage is comparable.
4. Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
5. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
6. Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer: *mk* Buyer:

AGREE TO PROCEED

If this box is checked, Buyer is financing the purchase of the home with an FHA insured loan. BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE APPRAISED VALUE STATEMENT IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE FHA APPRAISED VALUE STATEMENT.

Buyer's signature


Buyer 1

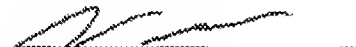
Date: 12-18-17

Buyer 2

Date:

If this box is checked, Buyer is financing the purchase of the home with a VA guaranteed loan. BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR A VA LAPP LENDER IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR VA LAPP LENDER.

Buyer's signature


Buyer 1

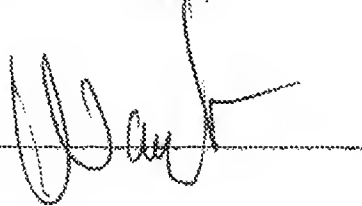
Date: 12-18-17

Buyer 2

Date:

SELLER: Land Baron II, LLC

By:



Date:

Buyer:  Buyer: